

Return to: Rocky Mountain Power
Attn: Lisa Louder/Yuka Jenkins
1407 W. North Temple, Ste. 110
Salt Lake City, UT 84116

CC#: 13130 Work Order#: 5126637.17r
RW: 20080030-YJ

RIGHT OF WAY EASEMENT

For value received, **West Valley City** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in **Salt Lake County, State of Utah**, more particularly described as follows:

A right of way along the following described survey line:

Beginning on the Grantor's land at an existing pole in an existing power line at a point 969 feet south and 43 feet west, more or less, from the center of Section 28, T.1S., R.1W., S.L.M., thence S.0°50'W. 272 feet, more or less, thence S.2°28'W. 286 feet, more or less, thence S.0°41'E. 262 feet, more or less, thence S.0°22'W. 263 feet, more or less, thence S.2°54'W. 236 feet, more or less, thence S.0°44'E. 475 feet, more or less, thence S.0°31'W. 455 feet, more or less, thence S.2°35'E. 450 feet, more or less, thence S.0°11'W. 438 feet, more or less, thence S.0°06'W. 36 feet, more or less, to an existing pole in an existing power line on said land and being in the E1/2 of the SW1/4 of said Section 28 and the E1/2 of the SW1/4 of Section 33, Township and Range aforesaid.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Whereas, Grantee is relinquishing a valid perpetual right of way and easement to accommodate future widening of 2700 West Street in Salt Lake County, Utah, by locating its facilities within the road right of way, Grantor, its successors in interests and assigns hereby agree to reimburse Grantee, its successors in interest and assigns, for any costs should Grantee be

